Goose Creek CISD

2024 Financial Management Report for School FIRST Rating

PUBLIC HEARING December 9, 2024



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SECTION I

Select An Option

FIRST

Financial Integrity Rating System of Texas

2023-2024 RATINGS BASED ON SCHOOL YEAR 2022-2023 DATA - DISTRICT STATUS DETAIL

Name: GOOSE CREEK CISD(101911)		Publication Level 1: 8/8/2024 6:33:40 PM		
Stat	tus: Passed	Publication Level 2: 8/8/2024 6:33:40 PM		
Rati	ing: A = Superior Achievement	Last Updated: 8/20/2024 1:44:36 PM		
Dist	trict Score: 96	Passing Score: 70		
#	Indicator Description		Updated	Score
1		Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively?		Yes
2	Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.)		4/19/2024 6:26:09 PM	Yes
3	Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (= person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.)		4/19/2024 6:26:09 PM	Yes
4	Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies? (If the school district received a warrant hold and the warrant hold was not cleared within 30 days from the date the warrant hold was issued, the school district is considered to not have made timely payments and will fail critical indicator 4. If the school district was issued a warrant hold, the maximum points and highest rating that the school district may receive is 95 points, A = Superior Achievement, even if the issue surrounding the initial warrant hold was resolved and cleared within 30 days.)		4/19/2024 6:26:09 PM	Yes Ceiling Passed
				1 Multiplier Sum
5	Was the total net position in the governmental activities of (net of accretion of interest for capital appreciation bonds employment benefits) greater than zero? (If it is not, the that the school district may receive is 79 points, C = Meel school district has an increase of students in membership 1,000 or more students in membership. If the school district membership over 5 years of 7 percent or more or 1,000 or	<u>, net pension liability, and other post-</u> <u>maximum points and highest rating</u> <u>ts Standard Achievement, unless the</u> <u>over 5 years of 7 percent or more or</u> <u>rict has an increase of students in</u>	4/19/2024 6:26:09 PM	Ceiling Passed

11/11/24, 2:21 PM

District Status Detail

	maximum points and highest rating that the school district may receive is 89 points, B = Above		
	Standard Achievement.)		
5	Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures? (If the school district fails indicator 6, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	4/19/2024 6:26:09 PM	Ceiling Passed
,	Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? See ranges below in the Determination of Points section.	4/19/2024 6:26:09 PM	10
3	Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? See ranges below in the Determination of Points section.	4/19/2024 6:26:09 PM	10
)	Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days? See ranges below in the Determination of Points section.	4/19/2024 6:26:09 PM	10
.0	This indicator is not being evaluated.		10
11	Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? (If the school district's increase of students in membership over 5 years was 7 percent or more or 1,000 or more students in membership, then the school district passes this indicator.)	4/19/2024 6:26:09 PM	8
12	What is the correlation between future debt requirements and the district's assessed property value?	8/20/2024 1:44:35 PM	10
.3	Was the school district's administrative cost ratio equal to or less than the threshold ratio? See ranges below in the Determination of Points section.	8/20/2024 1:44:36 PM	8
4	Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? If the student enrollment did not decrease, the school district will automatically pass this indicator.	4/19/2024 6:26:09 PM	10
15	This indicator is not being evaluated.		5
16	Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function? (If the school district fails indicator 16, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)	4/19/2024 6:26:09 PM	Ceiling Passed
ι7	Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds and free from substantial doubt about the school district's ability to continue as a going concern? (The AICPA defines material weakness.) (If the school district fails indicator 17, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement.)	4/19/2024 6:26:09 PM	Ceiling Passed
18	Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.)	4/19/2024 6:26:09 PM	10
19	Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end?	4/19/2024 6:26:09 PM	5

11/11/24, 2:21 PM

District Status Detail

20	Did the school district's administration and school board members discuss any changes and/or impact to local, state, and federal funding at a board meeting within 120 days before the district adopted its budget?	4/19/2024 6:26:09 PM	Ceiling Passed
21	Did the school district receive an adjusted repayment schedule for more than one fiscal year for an over-allocation of Foundation School Program (FSP) funds because of a financial hardship?	4/19/2024 6:26:09 PM	Ceiling Passed
			96 Weighted Sum
			1 Multiplier Sum
			(100 Ceiling)
			96 Score

DETERMINATION OF RATING

А.	Did the school district fail any of the critical indicators 1, 2, 3, or 4? If so, the school district's rating is F for Substandard Achievement regardless of points earned.		
В.	Determine the rating by the applicable number of points.		
	A = Superior Achievement	90-100	
	B = Above Standard Achievement	80-89	
	C = Meets Standard Achievement	70-79	
	F = Substandard Achievement	<70	

No Rating = A school district receiving territory that annexes with a school district ordered by the commissioner under TEC 13.054, or consolidation under Subchapter H, Chapter 41. No rating will be issued for the school district receiving territory until the third year after the annexation/consolidation.

The school district receives an **F** if it scores below the minimum passing score, if it failed any critical indicator 1, 2, 3, or 4, if the AFR or the data were not both complete, or if either the AFR or the data were not submitted on time for FIRST analysis.

CEILING INDICATORS

Did the school district meet the criteria for any of the following **ceiling indicators** 4, 6, 16, 17, 20, or 21? If so, the school district's applicable maximum points and rating are disclosed below. Please note, an F = Substandard Achievement Rating supersedes any rating earned as the result of the school district meeting the criteria of a ceiling indicator.

Determination of rating based on meeting ceiling criteria.	Maximum Points	Maximum Rating
Indicator 4 (Timely Payments) - School district was issued a warrant hold.	95	A = Superior Achievement
Indicator 6 (Average Change in Fund Balance) - Response to indicator is <i>No</i> .	89	B = Above Standard Achievement

District Status Detail

Indicator 16 (PEIMS to AFR) - Response to indicator is No.	89	B = Above Standard Achievement
Indicator 17 (Material Weaknesses) - Response to indicator is No.	79	C = Meets Standard Achievement
Indicator 20 (Property Values and Tax Discussion) - Response to indicator is <i>No</i> .	89	B = Above Standard Achievement
Indicator 21 (FSP Repayment Plan) - Response to indicator is Yes.	70	C = Meets Standard Achievement

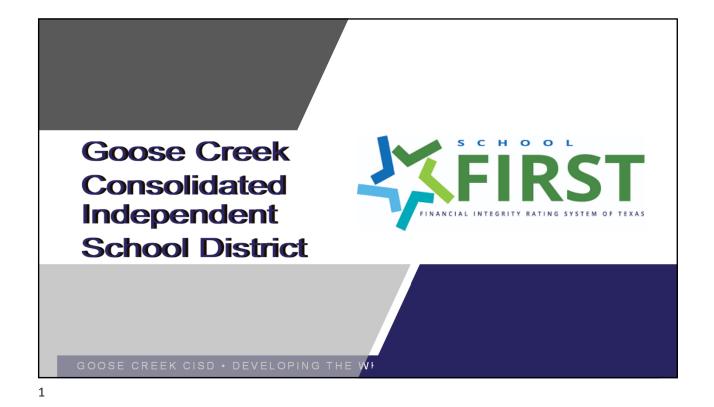
Home Page: Financial Compliance | Texas Education Agency | Send comments or suggestions to FinancialAccountability@tea.texas.gov

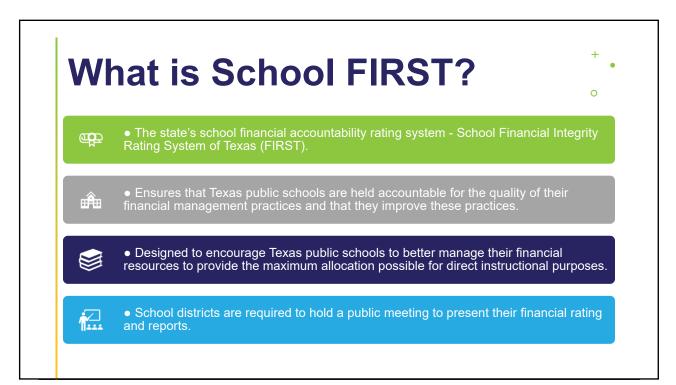
THE TEXAS EDUCATION AGENCY

1701 NORTH CONGRESS AVENUE · AUSTIN, TEXAS, 78701 · (512) 463-9734

FIRST 5.15.7.0

SECTION II

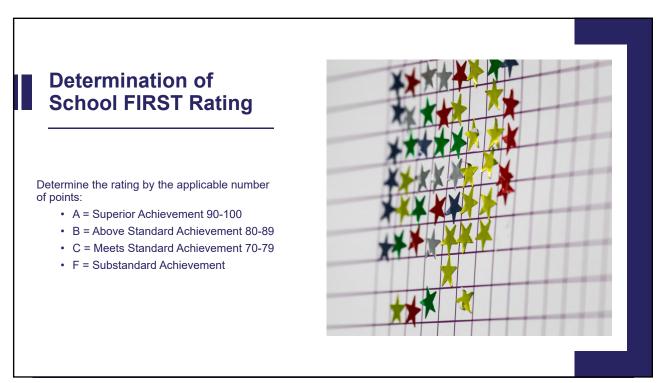


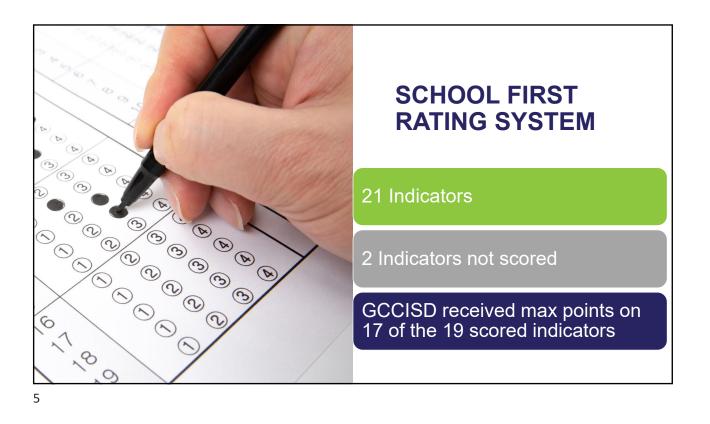


School FIRST Objectives

- · Simple and understandable
- · Applicable to all districts
- Based on actual data (PEIMS & Annual Financial Report)
- Analyzes financial management efficiencies
- · Early warning signs of financial distress
- Transparency

3

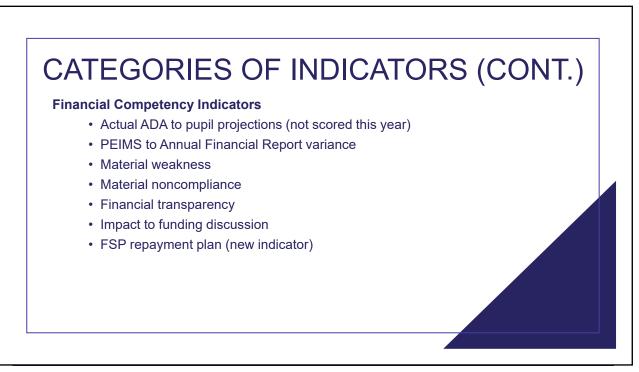


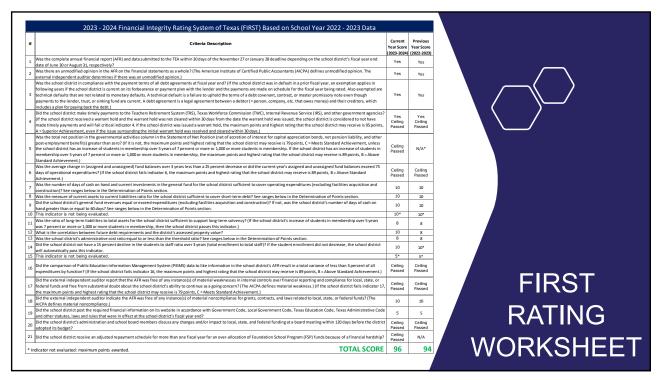
















SECTION III



School FIRST Annual Financial Management Report

Superintendent's Current Employment Contract

A copy of the superintendent's current employment contract at the time of the School FIRST hearing is to be provided. In lieu of publication in the annual School FIRST financial management report, the school district may chose to publish the superintendent's employment contract on the school district's Internet site.

If published on the Internet, the contract is to remain accessible for twelve months.

EMPLOYMENT CONTRACT



THE STATE OF TEXAS COUNTY OF HARRIS 00 00 00

THIS AGREEMENT is made and entered into by and between the Board of Trustees (the "Board") of the Goose Creek Consolidated Independent School District (the "District") and Mr. Randal O'Brien (the "Superintendent").

NOW, THEREFORE, the Board and the Superintendent, for and in consideration of the terms hereinafter established and pursuant to Section 11.201 of the Texas Education Code, have agreed and do hereby agree, as follows:

1. TERM

1.1 Employment. The Board, by and on behalf of the District, does hereby employ the Superintendent, and the Superintendent does hereby accept employment as Superintendent of schools for the District. This Contract shall supersede all prior contracts or agreements relating to the employment of the Superintendent. The Superintendent shall be employed for twelve months per year for a term commencing on July 1, 2016 and ending June 30, 2019. The District, by action of the Board and with the consent and approval of the Superintendent may extend the term of this Agreement annually, for an additional year, as permitted by state law

1.2 No Right of Tenure. The Board has not adopted any policy, rule, regulation, law or practice providing for tenure. No right of tenure, contractual obligation, expectancy of continued employment, or claim of entitlement is created beyond the term of this Agreement.

2. EMPLOYMENT

2.1 Duties. The Superintendent shall faithfully perform the duties of the Superintendent of schools for the District as prescribed in the job description and as may be lawfully assigned by the Board, and shall comply with all lawful Board directives, state and federal law, and District policy, rules, and regulations as they currently exist or may hereafter be adopted or amended.

The Superintendent shall perform the duties of the Superintendent of schools for the District with reasonable care, skill, and expertise and in a thorough, prompt, and efficient manner. The Superintendent agrees to devote his time, skill, labor, and attention to performing his duties.

The Superintendent agrees to have a comprehensive medical examination, at District expense, by a physician acceptable to both the Board and the Superintendent, once a year, and to obtain a statement certifying that he is physically able to perform his duties. This statement shall be filed with the president of the Board. These reports will be maintained as confidential medical records to the extent permitted by law. 2.2 Professional Certification and Records. This Agreement is conditioned on the Superintendent's providing the necessary certification and experience records, medical records, oath of office, and other records required for the personnel files or for payroll purposes. Failure to provide necessary certification shall render this Agreement void. Any material misrepresentation may be grounds for dismissal.

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2.3 Reassignment. The Superintendent shall not be reassigned from the position of Superintendent to another position without the Superintendent's expressed written consent.

2.4 Board Meetings. The Superintendent shall attend all meetings of the Board, both public and closed, with the exception of those closed meetings devoted to the consideration of any action or lack of action on the Superintendent's contract, the Superintendent's evaluation, for purposes of resolving conflicts between individual Board members, or when the Board is acting in its capacity as a tribunal. In the event of illness or Board-approved absence, the Superintendent's designee shall attend such meetings.

Legal Defense. To the extent it may be permitted to do so by applicable law, including, 2.5 but not limited to, Texas Civil Practice & Remedies Code, Chapter 102, the District does hereby agree to defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions, judgments, expenses and attorneys' fees incurred in any legal proceedings brought against the Superintendent in the Superintendent's individual or official capacity as an employee and as Superintendent of the District, providing the incident(s) that is(are) the basis of any such demand, claim, suits, actions, judgments, expenses and attorneys' fees, arise or may arise in the future from an act or omission of the Superintendent as an employee of the District, acting within the course and scope of the Superintendent's employment with the District; excluding, however, any such demand, claim, suits, actions, judgments, expenses and attorney's fees for those claims or any causes of action where it is determined that the Superintendent committed official misconduct, or committed a willful or wrongful act or omission, or an act or omission constituting gross negligence, or acted in bad faith; and excluding any costs, fees, expenses or damages that would be recoverable or payable under an insurance contract, held either by the District or by the Superintendent. The selection of the Superintendent's legal counsel shall be with the mutual agreement of the Superintendent and the District if such legal counsel is not also District's legal counsel. A legal defense may be provided through insurance coverage, in which case the Superintendent's right to agree to legal counsel provided for him will depend on and be subject to the terms of the applicable insurance contract. To the extent this Section 2.5 exceeds the authority provided and limitations imposed by the Texas Civil Practice & Remedies Code, Chapter 102, it shall be construed and modified accordingly. The provisions of this Section 2.5 shall survive the termination of this Agreement. In no event shall any individual Board member, present or future, be personally liable for defending or indemnifying the Superintendent against any such demands, claims, suits, actions and legal proceedings.

2.6 Criticisms, Complaints, and Suggestions. The Board, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints, and suggestions called to the Board's attention either: (a) to the Superintendent for study and/or appropriate actions, and the Superintendent shall refer such matter(s) to the appropriate District employee or shall investigate such matter(s) and shall within a reasonable time inform the Board of the results of such efforts; or (b) to the appropriate complaint resolutions procedure as established by Board policies.

3. COMPENSATION

3.1 Salary. Effective February 23, 2015, the District shall provide the Superintendent with an annual salary in the sum of \$230,000, which shall be paid to the Superintendent in equal installments consistent with the Board's policies, and in accordance with the District's normal payroll practices. Any additional salary increase shall be negotiated by the Board and the Superintendent. In addition, the Superintendent shall receive the other compensation benefits provided for District administrative employees who are employed under 12-month contracts.

3.2 Salary Adjustments. At any time during the term of this Agreement, the Board may, at its discretion, review and adjust the salary of the Superintendent, but in no event shall the Superintendent be paid less than the salary set forth in Subsection 3.1 of this Agreement, except by mutual agreement of the Board and the Superintendent. Such adjustments, if any, shall be in the form of a written addendum to this Agreement or a new contract.

3.3 Expenses. This District shall pay or reimburse the Superintendent for reasonable expenses directly incurred by the Superintendent in the continuing performance of the Superintendent's duties under this Agreement. The District agrees to pay the actual and incidental costs incurred by the Superintendent for out-of-district travel; such costs may include, but are not limited to, cost of air transportation, gasoline, hotels and accommodations, meals, rental car, and other expenses incurred in the performance of the business of the District. The Superintendent may use a District credit card to cover such reasonable expenses. The Superintendent shall comply with all policies, procedures, and documentation requirements in accordance with Board policies and established procedures which shall be subject to review by the District's independent auditors. The Board shall retain the authority to refuse any reimbursement request that is determined to be excessive or which the Board reasonably believes falls outside the scope of the Superintendent's duties.

3.4 Insurance. The District shall pay the same premiums for hospitalization, major medical, and dental insurance coverage for the Superintendent pursuant to the group health care plan(s) provided by the District for administrative employees who are employed under 12-month contracts. The District shall pay the premiums for a term life insurance policy with a value of \$100,000.00, and the Superintendent may designate his beneficiary (ies).

3.5 Automobile/Automobile Expense. Effective July 1, 2016, the District shall pay the Superintendent the sum of \$1,000.00 per month during the Superintendent's employment with the District to pay for a vehicle, insurance, repair, maintenance, fuel and other expenses of operating a vehicle. The Superintendent shall maintain liability insurance for his vehicle of not less than the amount of \$250,000.00 (bodily injury liability – each person); \$500,000 (bodily injury liability – each accident); and \$100,000 (property damage liability – each accident). This vehicle may be used for personal and business purposes. This monthly payment shall be made in equal periodic payments at the same time as payment of the Superintendent's base salary. The Superintendent may be reimbursed

for travel in his vehicle outside of the District at the District's approved reimbursement rate for travel on District business outside of the District.

3.6 **Residency.** As a condition of employment, the Superintendent shall reside within the Goose Creek Consolidated Independent School District.

3.7 Vacation. The Superintendent may take, at the Superintendent's choice, the same number of days of vacation authorized by policies adopted by the Board for administrative employees on 12-month contracts, the days to be in a single period or at different times. The vacation days taken by the Superintendent will be taken at such time(s) as will least interfere with the performance of the Superintendent's duties as set forth in this Agreement. The Superintendent shall observe the same legal holidays as provided by Board policies for administrative employees on 12-month contracts. The Superintendent is hereby granted the same illness benefits and leave as authorized by Board policies for administrative employees on 12-month contracts.

3.8 Professional Growth. The Superintendent shall devote the Superintendent's time, attention, and energy to the directions, administration, and supervision of the District. The Board, however, encourages the continued professional growth of the Superintendent through the Superintendent's reasonable attendance and participation in appropriate professional meetings at the local, regional, state, and national levels, as approved by the Board. Reasonable expenses of such professional growth activities shall be borne by the District in an amount to be approved annually by the Board.

3.9 Civic Activities, etc. The Superintendent is encouraged to participate in community and civic affairs, including chamber of commerce and civic clubs. The reasonable expense of such activities shall be borne by the District in an amount approved annually by the Board.

3.10 Mobile Telephone, Computer and Printer. The District shall provide the Superintendent with a mobile telephone allowance of \$2,400 per year, and the Superintendent may use the mobile telephone for both professional and personal purposes. The District shall provide the Superintendent with a laptop computer, iPad and printer which the Superintendent may use for both professional and personal and personal and personal and personal may use for both professional and personal and personal may use for both professional and personal purposes.

4. REVIEW OF PERFORMANCE

4.1 *Time and Basis of Evaluation.* The Board shall evaluate and assess, in writing, the performance of the Superintendent at least once each year during the term of this Agreement.

4.2 Evaluation Format and Procedure. The evaluation format and procedure shall be in accordance with the Board's policies, and state and federal law. In the event that the Board deems that the evaluation instrument, format, and/or procedure is to be modified by the Board and such

modifications would require new or different expectations, the Superintendent shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

4.3 Evaluation Content. The evaluation and assessment shall be reasonably related to the duties of the Superintendent as outlined in the Superintendent's job description. The Board's written goals shall be among the criteria on which the Superintendent's performance is reviewed and evaluated.

4.4 Confidentiality. Unless the Board and the Superintendent expressly agree otherwise, in writing, the evaluation of the Superintendent shall at all times be conducted in closed session and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Board or Superintendent from sharing the content of the Superintendent's evaluation with their respective legal counsel.

5. RENEWAL/NONRENEWAL

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5.1 *Renewal/Nonrenewal.* Renewal or nonrenewal shall be in accordance with Board policy and applicable law.

6. TERMINATION OF EMPLOYEMENT CONTRACT

6.1 *Mutual Agreement.* This Agreement may be terminated by mutual agreement of the Superintendent and the Board, in writing, upon such terms and conditions as may be mutually agreed upon. After the Superintendent has returned the signed Agreement, the Superintendent will not be released from the Agreement without the written consent of the Board.

6.2 Death/Retirement. This Agreement shall be terminated upon the death of the Superintendent or upon the Superintendent's retirement under the Teacher Retirement System of Texas.

6.3 Dismissal for Good Cause. The Board may dismiss the Superintendent at any time for good cause under applicable law and Board policy. Renewal or non-renewal of this contract shall be in accordance with Board policy and applicable state law. The term "good cause" is defined as follows:

- a. failure to fulfill duties or responsibilities as set forth under the terms and conditions of this Agreement;
- b. incompetence or inefficiency in the performance of required or assigned duties as documented by evaluations, supplemental memoranda, or other written communication from the Board; provided, however, the terms and conditions of

this paragraph shall not justify good cause unless the Board has provided the Superintendent a reasonable opportunity to remediate any incompetency or inefficiency;

- c. insubordination or failure to comply with lawful written Board directives;
- d. failure to comply with written Board policies or District administrative regulations;
- e. neglect of duties;

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- f. drunkenness or excessive use of alcoholic beverages;
- g. illegal use of drugs, hallucinogens, or other substances regulated by the Texas Controlled Substances Act;
- h. conviction of a felony or crime involving moral turpitude;
- i. failure to meet the District's standard of professional conduct;
- j. failure to comply with reasonable District professional development requirements regarding advanced course work or professional development;
- k. disability not otherwise protected by law that substantially impairs the Superintendent's performance of required duties;
- 1. immorality, which is conduct not in conformity with the accepted moral standards of the community encompassed by the District. Immorality is not confined to sexual matters, but includes conduct inconsistent with rectitude or indicative of corruption, indecency or depravity;
- m. assault on an employee or student;
- n. knowingly falsifying records or documents related to the District's activities;
- o. intentional misrepresentation of material facts to the Board or other District officials in the conduct of the District's business;
- p. failure to fulfill requirements for superintendent certification;
- q. failure to fulfill the requirements of a deficiency plan under an Emergency Plan; or
- r. any other reason constituting "good cause" determined by the Board of Trustees under Texas law.

6.4 Consolidation. A determination by the Board that a consolidation of the District with one or more other school districts requires that the contract of the Superintendent be terminated during its term shall constitute good cause for dismissal.

6.5 *Termination Procedure.* In the event that the Board terminates this Agreement for good cause, the Superintendent shall be afforded all the rights set forth in this Board's policies, and state and federal law.

7. MISCELLANEOUS

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7.1 *Controlling Law.* This Agreement shall be governed by the laws of the State of Texas, and shall be performable in Harris County, Texas.

7.2 Amendment. This Agreement embodies the entire agreement between the parties and cannot be amended, except by written agreement of the parties.

7.3 Savings Clause. In the event any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. All existing agreements and contracts, both verbal and written, between the parties hereto regarding the employment of the Superintendent have been superseded by this Agreement, and this contract constitutes the entire agreement between the parties, unless amended pursuant to the terms of this Agreement.

7.4 Conflicts. In the event of any conflict between the terms, conditions, and provisions of this Employment Contract and the provisions of the Board's policies, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over the contrary provisions of the Board's policies or any such permissive law during the term of this Contract.

EXECUTED this 18 day of July , 2016.

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By:

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than By:

Al Richard, President Board of Trustees

Kando

Mr. Randal O'Brien Superintendent of Schools

ATTEST:

, By: in

Jessica Woods, Secretary Board of Trustees



SECOND AMENDMENT TO SUPERINTENDENT'S CONTRACT OF EMPLOYMENT

THE STATE OF TEXAS § \$ KNOW ALL MEN BY THESE PRESENTS: COUNTY OF HARRIS \$

WHEREAS, the Board of Trustees ("Board") of the Goose Greek Consolidated Independent School District, met on August 26, 2019;

WHEREAS, at the meeting on August 26, 2019, the District, pursuant to his Contract of

Employment ("Contract"), offered Dr. Randal O'Brien an amendment to his Contract;

WHEREAS, Dr. Randal O'Brien accepted the amendment to the Contract;

NOW, THEREFORE, pursuant to the authority of § 11.201 of the Texas Education Code,

the general laws of the state of Texas and Paragraph 7.2 of the Contract, the Board and Dr.

O'Brien agree as follows:

I.

Paragraph 3.1 of the Superintendent's Contract of Employment originally executed on

July 18, 2016 is amended as follows:

3.1 Salary. Effective July 1, 2019, the District shall provide the Superintendent with an annual salary in the sum of two hundred and forty-six thousand three hundred and twenty-nine dollars and 14/100 cents (\$246,329.14), which shall be paid to the Superintendent in equal installments consistent with the Board's policies, and in accordance with the District's normal payroll practices. Any additional salary increase shall be negotiated by the Board and the Superintendent. In addition, the Superintendent shall receive the other compensation benefits provided for District administrative employees who are employed under 12-month contracts.

This Amendment is effective August 26, 2019 upon final execution of the signatures listed below.

EXECUTED this $\underline{\prime}$ day of September 2019.

BOARD OF TRUSTEES GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By:

Mr. Agustin Koredo III President, Board of Trustees

By:

Dr. Randal O'Brien Superintendent of Schools

THIRD AMENDMENT TO SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS§§KNOW ALL MEN BY THESE PRESENTS:COUNTY OF HARRIS§

WHEREAS, the Board of Trustees ("Board") of the Goose Creek Consolidated Independent School District, met on February 24, 2020;

WHEREAS, at the meeting on February 24, 2020, the District, pursuant to his Contract of

Employment ("Contract"), offered Dr. Randal O'Brien an amendment to his Contract;

WHEREAS, Dr. O'Brien accepted the amendment to the Contract;

NOW, THEREFORE, pursuant to the authority of §11.201 of the Texas Education Code,

the general laws of the state of Texas and Section 8.2 of the Contract, the Board and Dr. O'Brien

agree as follows:

I.

Section 1.1. of the Superintendent's Contract of Employment executed on July 18, 2016

is amended as follows:

1.1 Term. 1.1 The Board, by and on behalf of the District, employs the Superintendent on a twelve (12)-month basis, and the Superintendent accepts continued employment as Superintendent of Schools from today through June 30, 2022. Each contract year shall begin July 1st and end June 30th of each respective year. The District may, by action of the Board, and with consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.

Section 3.1. of the Superintendent's Contract of Employment executed on July 18, 2016

is amended as follows:

3.1 Salary. Effective March 1, 2020, the District shall provide the Superintendent with an annual salary in the sum of two hundred and fifty-eight thousand three hundred and twenty-nine dollars and 14/100 cents (\$258,329.14), which shall be

paid to the Superintendent in equal installments consistent with the Board's policies, and in accordance with the District's normal payroll practices. Any additional salary increase shall be negotiated by the Board and the Superintendent. In addition, the Superintendent shall receive the other compensation benefits provided for District administrative employees who are employed under 12-month contracts.

Section 3.5 of the Superintendent's Contract of Employment executed on July 18, 2016 is deleted effective March 1, 2020.

This Amendment is effective February 24, 2020 upon final execution of the

signatures listed below.

EXECUTED this 17 day of March 2020.

BOARD OF TRUSTEES GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT By:_ Mr. Agustin Loredo, III President, Board of Trustees

By:

Dr. Randal O'Brien Superintendent of Schools

FOURTH AMENDMENT TO SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS§§\$KNOW ALL MEN BY THESE PRESENTS:§COUNTY OF HARRIS§

WHEREAS, the Board of Trustees ("Board") of the Goose Creek Consolidated Independent School District, met on July 13, 2020;

WHEREAS, at the meeting on July 13, 2020, the District, pursuant to his Contract of

Employment ("Contract"), offered Dr. Randal O'Brien an amendment to his Contract;

WHEREAS, Dr. O'Brien accepted the amendment to the Contract;

NOW, THEREFORE, pursuant to the authority of §11.201 of the Texas Education Code,

the general laws of the state of Texas and Section 8.2 of the Contract, the Board and Dr. O'Brien

agree as follows:

I.

Section 3.1. of the Superintendent's Contract of Employment executed on July 18, 2016

is amended as follows:

3.1 Salary. Effective March 1, 2020, the District shall provide the Superintendent with an annual salary in the sum of two hundred and fifty-eight thousand three hundred and twenty-nine dollars and 14/100 cents (\$258,329.14). In addition, effective July 1, 2020, for the July 1st-June 30, 2020-2021 contract year, the District shall also provide the Superintendent with a one-time additional salary in the amount of \$1,500. All salary payments shall be paid to the Superintendent in equal installments consistent with the Board's policies, and in accordance with the District's normal payroll practices. Any additional salary increase shall be negotiated by the Board and the Superintendent. In addition, the Superintendent shall receive the other compensation benefits provided for District administrative employees who are employed under 12-month contracts.

This Amendment is effective July 1, 2020 upon final execution of the signatures listed below.

EXECUTED this <u>13</u> day of July 2020.

BOARD OF TRUSTEES GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: Kosz 21

Ms. Jessica Woods President, Board of Trustees

By:

Dr. Randal O'Brien Superintendent of Schools

FIFTH AMENDMENT TO SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS § § KNOW ALL MEN BY THESE PRESENTS: COUNTY OF HARRIS §

WHEREAS, the Board of Trustees ("Board") of the Goose Creek Consolidated Independent School District, met on February 24, 2021;

WHEREAS, at the meeting on February 24, 2021, the District, pursuant to his Contract of

Employment ("Contract"), offered Dr. Randal O'Brien an amendment to his Contract;

WHEREAS, Dr. O'Brien accepted the amendment to the Contract;

NOW, THEREFORE, pursuant to the authority of §11.201 of the Texas Education Code,

the general laws of the state of Texas and Section 8.2 of the Contract, the Board and Dr. O'Brien agree as follows:

I.

Section 1.1. of the Superintendent's Contract of Employment executed on July 18, 2016

is amended as follows:

1.1 Term. 1.1 The Board, by and on behalf of the District, employs the Superintendent on a twelve (12)-month basis, and the Superintendent accepts continued employment as Superintendent of Schools from today through June 30, 2024. Each contract year shall begin July 1st and end June 30th of each respective year. The District may, by action of the Board, and with consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.

Section 3.1. of the Superintendent's Contract of Employment executed on July 18, 2016

is amended as follows:

3.1 Salary. Effective March 1, 2021, the District shall continue to provide the Superintendent with an annual salary in the sum of two hundred and fifty-eight thousand three hundred and twenty-nine dollars and 14/100 cents (\$258,329.14)

as well as the one-time additional salary in the amount of \$1,500 provide on July 1, 2020. In addition, effective March 1, 2021, the District shall also provide the Superintendent with a one-time additional salary payment in the amount of \$7,500. All salary payments shall be paid to the Superintendent in equal installments consistent with the Board's policies, and/or in accordance with the District's normal payroll practices. Any additional salary increase in the future shall be negotiated by the Board and the Superintendent.

This Amendment is effective February 24, 2021 upon final execution of the

signatures listed below.

EXECUTED this 24 day of February 2021.

BOARD OF TRUSTEES GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Bv:

Ms. Jessica Woods President, Board of Trustees

Bv:

Dr. Randal O'Brien Superintendent of Schools

SIXTH AMENDMENT TO SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS § § KNOW ALL MEN BY THESE PRESENTS: COUNTY OF HARRIS §

WHEREAS, the Board of Trustees ("Board") of the Goose Creek Consolidated Independent School District, met on August 17, 2021;

WHEREAS, at the meeting on August 17, 2021, the District, pursuant to his Contract of

Employment ("Contract"), offered Dr. Randal O'Brien an amendment to his Contract;

WHEREAS, Dr. O'Brien accepted the amendment to the Contract;

NOW, THEREFORE, pursuant to the authority of §11.201 of the Texas Education Code,

the general laws of the state of Texas and Section 8.2 of the Contract, the Board and Dr. O'Brien agree as follows:

I.

Section 3.1. of the Superintendent's Contract of Employment executed on July 18, 2016

is amended as follows:

3.1 *Salary.* Effective July 1, 2021, the District shall provide the Superintendent with an annual salary in the sum of three hundred and twenty-five thousand dollars and 00/100 cents (\$325,000). All salary payments shall be paid to the Superintendent in equal installments consistent with the Board's policies, and/or in accordance with the District's normal payroll practices. Any additional salary increase in the future shall be negotiated by the Board and the Superintendent. In addition, the Superintendent shall receive the other compensation benefits provided for District administrative employees who are employed under 12-month contracts.

This Amendment is effective August 17, 2021 upon final execution of the

signatures listed below.

EXECUTED this $20^{t_{b}}$ day of August 2021.

BOARD OF TRUSTEES GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

Richan 1 lem By:__

Mr. Richard Clem President, Board of Trustees

Landa ner By:

Dr. Randal O'Brien Superintendent of Schools

SEVENTH AMENDMENT TO SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS§§KNOW ALL MEN BY THESE PRESENTS:COUNTY OF HARRIS§

WHEREAS, the Board of Trustees ("Board") of the Goose Creek Consolidated Independent School District, met on August 29, 2022;

WHEREAS, at the meeting on August 29, 2022, the District, pursuant to his Contract of

Employment ("Contract"), offered Dr. Randal O'Brien an amendment to his Contract;

WHEREAS, Dr. O'Brien accepted the amendment to the Contract;

NOW, THEREFORE, pursuant to the authority of §11.201 of the Texas Education Code,

the general laws of the state of Texas and Section 8.2 of the Contract, the Board and Dr. O'Brien

agree as follows:

I.

Section 1.1. of the Superintendent's Contract of Employment executed on July 18, 2016 is

amended as follows:

1.1 Term. 1.1 The Board, by and on behalf of the District, employs the Superintendent on a twelve (12)-month basis, and the Superintendent accepts continued employment as Superintendent of Schools from today through June 30, 2027. Each contract year shall begin July 1st and end June 30th of each respective year. The District may, by action of the Board, and with consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.

Section 3.1. of the Superintendent's Contract of Employment executed on July 18, 2016 is

amended as follows:

3.1 Salary. Effective July 1, 2022, the District shall provide the Superintendent with an annual salary in the sum of three hundred thirty-four thousand seven hundred fifty dollars and 00/100 cents (\$334,750). All salary payments shall be paid to the Superintendent in equal installments consistent with the Board's policies, and/or in

accordance with the District's normal payroll practices. Any additional salary increase in the future shall be negotiated by the Board and the Superintendent. In addition, the Superintendent shall receive the other compensation benefits provided for District administrative employees who are employed under 12-month contracts.

This Amendment is effective August 29, 2022 upon final execution of the

signatures listed below.

EXECUTED this 29 day of 2022.

BOARD OF TRUSTEES GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By:

Mr. Richard Clem President, Board of Trustees

By:

Dr. Randal O'Brien Superintendent of Schools

EIGHT AMENDMENT TO SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS § § KNOW ALL MEN BY THESE PRESENTS: COUNTY OF HARRIS §

WHEREAS, the Board of Trustees ("Board") of the Goose Creek Consolidated Independent School District, met on November 30, 2023;

WHEREAS, at the meeting on November 30, 2023, the District, pursuant to his Contract

of Employment ("Contract"), offered Dr. Randal O'Brien an amendment to his Contract;

WHEREAS, Dr. O'Brien accepted the amendment to the Contract;

NOW, THEREFORE, pursuant to the authority of §11.201 of the Texas Education Code,

the general laws of the state of Texas and Section 8.2 of the Contract, the Board and Dr. O'Brien

agree as follows:

I.

Section 1.1. of the Superintendent's Contract of Employment executed on July 18, 2016 is

amended as follows:

1.1 Term. 1.1 The Board, by and on behalf of the District, employs the Superintendent on a twelve (12)-month basis, and the Superintendent accepts continued employment as Superintendent of Schools from today through June 30, 2028. Each contract year shall begin July 1st and end June 30th of each respective year. The District may, by action of the Board, and with consent and approval of the Superintendent, extend the term of this Contract as permitted by state law.

Section 3.11. of the Superintendent's Contract of Employment executed on July 18, 2016

is added as follows:

3.11 Texas Teacher Retirement System. The District shall supplement the Superintendent's annual salary by an amount equal to twenty-five percent (25%) of the Superintendent's portion of the monthly member contribution to the Texas Teacher Retirement System ("TRS") beginning on December 1, 2023 and

continuing for the term of this Contract, with any extensions made by the Board for performance of Superintendent duties. With respect to the current contract year of this Contract (July 1, 2022-June 30, 2023), the Superintendent shall be paid over the remaining months of this contract year, the equivalent amount equal to the annualized (12 months) amount of twenty-five percent (25%) of the Superintendent's portion of the monthly member contribution to the Texas Teacher Retirement System ("TRS"). In all future contract years, the Superintendent's portion of the monthly member contribution to the Superintendent's portion of the monthly member contract years, the Superintendent shall be paid an amount equal to twenty-five percent (25%) of the Superintendent's portion of the monthly member contribution to the Superintendent's portion of the monthly member contribution to the Superintendent's portion of the monthly member contribution to the Superintendent's portion of the monthly member contribution to the Superintendent's portion of the monthly member contribution to the Superintendent's portion of the monthly member contribution to the Superintendent's portion of the monthly member contribution to the Superintendent's portion of the monthly member contribution to the Texas Teacher Retirement System ("TRS").

All of this additional salary supplement shall be paid to the Superintendent in regular monthly payroll installments and shall be reported as "creditable compensation" by the District for purposes of TRS, to the extent permitted by TRS.

This Amendment is effective November 30, 2023, upon final execution of the

signatures listed below.

EXECUTED this **7** day December 2023.

BOARD OF TRUSTEES GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

By: U Ms. Tiffany Guy

Ms. IffanyGuy U President, Board of Trustees

By:

Dr. Randal O'Brien Superintendent of Schools

NINTH AMENDMENT TO SUPERINTENDENT'S EMPLOYMENT CONTRACT

THE STATE OF TEXAS § § KNOW ALL MEN BY THESE PRESENTS: COUNTY OF HARRIS §

WHEREAS, the Board of Trustees ("Board") of the Goose Creek Consolidated Independent School District, met on July 1, 2024;

WHEREAS, at the meeting on July 1, 2024, the District, pursuant to his Contract of

Employment ("Contract"), offered Dr. Randal O'Brien an amendment to his Contract;

WHEREAS, Dr. O'Brien accepted the amendment to the Contract;

NOW, THEREFORE, pursuant to the authority of §11.201 of the Texas Education Code,

the general laws of the state of Texas and Section 8.2 of the Contract, the Board and Dr. O'Brien

agree as follows:

I.

Section 3.1. of the Superintendent's Contract of Employment executed on July 18, 2016 is

amended as follows:

3.1 Salary. Effective July 1, 2024, in addition to the Superintendent's current annual salary in the sum of three hundred thirty-four thousand seven hundred fifty dollars and 00/100 cents (\$334,750), the Superintendent shall also receive an additional salary increase in the amount equivalent to the salary increase percentage approved for District administrative employees who are employed under 12-month contracts for the 2024-2025 fiscal year. All salary payments shall be paid to the Superintendent in equal installments consistent with the Board's policies, and/or in accordance with the District's normal payroll practices. Any additional salary increase in the future shall be negotiated by the Board and the Superintendent.

This Amendment is effective July 1, 2024, upon final execution of the signatures

listed below.

EXECUTED this <u>/</u> day of July, 2024.

BOARD OF TRUSTEES GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT By:_ 0

Ms. Helen Berrott-Tims President, Board of Trustees

AM en By:_

Dr. Randal O'Brien Superintendent of Schools

SECTION IV



Reimbursements Received by the Superintendent and Board Members

For the Twelve-Month Period Ended June 30, 2023

Description of Reimbursements	RANDAL O'BRIEN	HOWARD SAMPSON	JIM CAMPISI	JESSIE MARTINEZ	MERCEDES RENTERIA III
MEALS	1,782.48	209.49			
LODGING					
TRANSPORTATION	808.18	103.92			
MOTOR FUEL	2,415.40	344.25			639.62
OTHER	-				
TOTAL	\$ 5,006.06	\$ 657.66	\$-	\$-	\$ 639.62

Description of Reimbursements	SHAE COTTAR	RICHARD CLEM	TIFFANY GUY	HELEN BERROTT- SIMS	
MEALS		208.40			
LODGING					
TRANSPORTATION		883.78	431.96		
MOTOR FUEL		329.50	76.25		
OTHER					
TOTAL	\$-	\$ 1,421.68	\$ 508.21	\$-	\$-

*Expenses charged to district credit card on behalf of the Superintendent was *Expenses charged to district credit card on behalf of the Board Members totaled

All "reimbursements" expenses, regardless of the manner of payment, including direct pay, credit card, cash, purchase order are to be reported. Items to be reported per category include:

Meals - Meals consumed out of town, & in-district meals at area restaurants

(excludes catered board meeting meals).

Lodging - Hotel Charges

<u>**Transportation**</u> - Airfare, car rental (includes fuel on rental, taxis, mileage reimb, leased cars, parking/tolls). <u>**Motor Fuel**</u> - Gasoline

<u>Other</u> - Registration fees, telephone/cell phone, internet service, fax machine, and other reimbursements (or on-behalf) to the superintendent and board member not defined above.

SECTION V



Outside Compensation and /or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services

For the Twelve-Month Period Ended June 30, 2023 <u>Name(s) of Entity(ies)</u>	Amount Received
None	-
Total	\$-

Compensation does not include business revenues generated from a family business (farming, ranching, etc.) that has no relation to school district business.

SECTION VI



Gifts Received by the Executive Officers and Board Members (and First Degree Relatives, if any) (gifts that had an economic value of \$250 or more in the aggregate in the fiscal year)

For the Twelve-Month Period Ended June 30, 2023

	RANDAL	HOWARD	JIM CAMPISI	JESSIE	MERCEDES
	O'BRIEN	SAMPSON		MARTINEZ	RENTERIA III
Γotal	\$-	\$ -	\$ -	\$-	\$-

T

	SHAE	RICHARD	TIFFANY	HELEN
	COTTAR	CLEM	GUY	BERROTT-SIMS
Total	\$-	\$-	\$-	\$ -

Note - An executive officer is defined as the superintendent, unless the board of trustees or the district administration names additioanl staff under this classification for local officials.

SECTION VII



Business Transactions Between School District and Board Members

For the Twelve-Month Period Ended June 30, 2023

	RANDAL	HOWARD	JIM CAMPISI	JESSIE	MERCEDES
	O'BRIEN	SAMPSON	JIN CAMPISI	MARTINEZ	RENTERIA III
Total	\$-	\$-	\$-	\$-	\$-

	SHAE COTTAR	RICHARD CLEM	TIFFANY GUY	HELEN BERROTT- SIMS
Total	\$-	\$-	\$-	\$-

Note - The summary amounts reports under this disclosure are not to duplicate the items disclosed in the summary of schedule of reimbursements received by board members